

Additional Terms and Conditions Claranet Benelux B.V.

The NLdigital Terms and Conditions (2020), which have been filed with the Court of Midden-Nederland, Utrecht location, and published electronically at: <https://www.claranet.com/nl/legal/>, apply to all services and products. The following agreements are additionally applicable to the NLdigital Terms and Conditions and take precedence over the NLdigital Terms and Conditions.

Price changes

Annually, as of January 1st, the agreed (annual) rates and ongoing fees may be adjusted by Claranet Benelux, provided that the adjustment is announced at least 1 month in advance. Any increase is limited to a maximum of the (possible) increase of the most recent price index figure for service prices, as published by the Dutch Central Bureau of Statistics (CBS), compared to the price index figure of 12 months earlier for group J62, or at least section J, in accordance with CPA 2015, or its successor. The annual Q2 change of the current year will be used for this; this is, taking the notification period into account, the most recent indexation figure.

Example: The rates for an increase as of January 1, 2025, can be raised by a maximum of 2.0% according to the final CBS price index figure from Q2 2024 for service prices group J62 (available at <https://www.cbs.nl/nl-nl/cijfers/detail/85817NED>).

Price changes resulting from, for example, fluctuations in exchange rates and rising purchasing costs may be adjusted after a 30-day notification period.

Billing Monthly costs

The total monthly costs of the products and services are invoiced after formal delivery. Billing will take place for the components that are available and accessible as soon as the service is accessible and available.

- Fixed monthly costs are billed in advance, per month.
- Variable monthly costs are billed in arrears, per month.

Additionally, Managed Workplace Services are subject to a deviation percentage to reduce administrative burden. For Managed Workplace Services, Claranet will establish a baseline for the number of users and/or endpoints in collaboration with the customer. As long as the customer remains within a deviation of 5% (higher or lower), the number of users and/or endpoints from the baseline will be billed in advance. If the number of users and/or endpoints exceeds or falls below the agreed baseline by more than 5%, Claranet will contact the customer to adjust the baseline. This revised baseline will apply until another deviation of 5% (higher or lower) occurs.

Billing Project costs and One-Time costs

All project and consultancy hours are invoiced monthly based on hours worked, after coordination between the project manager and the customer.

If a project has a limited scope, such as, but not limited to, a penetration test (pentest), it will not be billed monthly but instead upon delivery of the project.

Hardware & Software

- **Price Changes:** Price changes for software licenses and hardware imposed by suppliers will be passed on.
- **Sales Prices:** The final sales price for hardware and software is determined on the day of the order. In the event of deviations leading to a price change, a new Agreement may be proposed.
- **Returns:** Ordered hardware items cannot be returned unless the (sub)supplier accepts returned items. In such cases, items must be in their original packaging and return costs may be charged.
- **Retention of Ownership:** Claranet Benelux retains ownership of the delivered hardware and software until the invoice has been paid in full according to Claranet Benelux's administration. Claranet Benelux is never liable for consequential damages (e.g., loss of productivity due to a component failure).
- **Billing:** The billing of hardware and software will take place as follows:
 - If the amount is below €25,000, 100% will be invoiced after delivery to the customer or Claranet.
 - If the amount exceeds €25,000, 50% will be invoiced after the quote is signed, and 50% after delivery to the customer or Claranet.

Payment Term

The payment term is 30 days after the invoice date.